

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

RESOLUTION 19-23

Authorization for the Executive Director to Enter into a Landscaping Easement Agreement  
with the City of Centennial

WHEREAS, SEMSWA has been organized to manage and maintain regional stormwater facilities within its boundaries; and

WHEREAS, SEMSWA owns the property known as Tract A of the SEMSWA Office Building Subdivision; and

WHEREAS, Tract A contains a Regional Detention Pond known as Pond D-2; and

WHEREAS, the City of Centennial would like to install, operate and maintain landscaping adjacent to its Public Works facility, but within a portion of Tract A to the north and outside of Pond D-2; and

WHEREAS, SEMSWA staff has determined that installation of the proposed landscaping will not harm Tract A; and

WHEREAS, the Landscaping Easement Agreement provides that SEMSWA will continue to maintain all drainage facilities including Pond D-2 within Tract A; and

WHEREAS, the attached Landscaping Easement Agreement contains Exhibit "A" which shows the boundaries of the landscaping easement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board authorizes the Executive Director of SEMSWA to enter into a Landscaping Easement Agreement and to grant the landscaping easement to the City of Centennial.

SOUTHEAST METRO STORMWATER AUTHORITY  
acting by and through  
SEMSWA WATER ACTIVITY ENTERPRISE

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
Attorney for  
Southeast Metro Stormwater Authority

By \_\_\_\_\_  
Edward J. Krisor

After recording, return to:

City of Centennial  
City Clerk's Office  
13133 E. Arapahoe Road, Suite 100  
Centennial, CO 80112

## LANDSCAPING EASEMENT AGREEMENT

This LANDSCAPING EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **SOUTHEAST METRO STORMWATER AUTHORITY**, a political subdivision and public corporation of the State of Colorado, whose address is 7437 South Fairplay St. Centennial, CO 80112, ("Grantor") to the **CITY OF CENTENNIAL**, a home rule municipality and political subdivision of the State of Colorado, whose legal address is 13133 East Arapahoe Road, Centennial, CO 80112 (the "Grantee"), its successors and assigns. Grantor and Grantee are referred to herein singularly as "Party" and jointly as "Parties."

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains and conveys to the Grantee, its successors or assigns, a permanent landscaping easement as described herein subject to the conditions provided in this Agreement.

1. Landscaping Easement. Grantor grants to Grantee a perpetual permanent easement, to survey, construct, reconstruct, install, operate, use, inspect, maintain, repair, replace and/or remove landscaping, irrigation and related appurtenances (the "Landscaping Easement") to, in, on, through, over, under and across a certain parcel of real property located in Township 5 South, Range 66 West, of the Sixth Principal Meridian, County of Arapahoe State of Colorado, as more particularly described in Exhibit A (the "Easement Parcel").
2. Access to Easement Parcel. Grantee shall access the Easement Parcel from Grantee's adjacent property or from the adjacent right-of-way.
3. Title. Grantor warrants to Grantee that it has good and indefeasible fee simple title to the Easement Parcel subject only to matters of record.
4. Grantee Obligations. Grantee shall be solely responsible for the installation, maintenance, operation, use, repair and replacement of the improvements installed by Grantee on the Easement Parcel. Other than the maintenance of improvements placed by Grantee on the Easement Parcel, Grantee shall have no obligation to improve or maintain any other portion of the Easement Parcel or Grantor's property adjacent thereto.

Grantee shall not place, erect, install or permit any improvement on the Easement Parcel that would adversely affect the proper functioning of the drainage and flood control facility located on Tract A of the SEMSWA Office Building Subdivision.

5. Grantor's Obligations. Grantor's obligations include the following:
  - a. Grantor shall provide the Easement Parcel with subjacent and lateral support.
  - b. Grantor shall not place, erect, install or permit any building or structure on the Easement Parcel or permit any easement or other use of the Easement Parcel without Grantee's approval, which approval shall not be unreasonably withheld.
6. Abandonment. Grantee agrees that at such time and in the event that the Landscaping Easement described herein be abandoned by the Grantee, this Agreement and the Landscaping Easement conveyed hereby shall terminate and the real property interest represented by such Landscaping Easement shall revert to the Grantor, its successors and/or assigns.
7. Grantee Assignment. Grantee shall not have the right and authority to assign its maintenance obligations associated with the Landscaping Easement to another entity should Grantee sell its adjacent property without Grantor's written approval.
8. Binding Agreement. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, transferees, successors in title and permitted assigns of the Grantor and the Grantee.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
10. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute concerning this Agreement shall be in the district courts for Arapahoe County.
11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
12. No Waiver. Failure of a Party to invoke its rights hereunder on one or more occasions shall not be construed as a waiver of the right to enforce such rights as to future breaches or infractions.
13. Notices. All notices related to this Agreement shall be in writing and shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the Parties at the addresses above.
14. Entire Agreement; Amendment. The above and foregoing constitutes the whole agreement between the Parties and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the subject matter of this



**LEGAL DESCRIPTION**  
**EXHIBIT A**

A PARCEL OF LAND LOCATED WITHIN TRACT A OF SEMSWA OFFICE BUILDING SUBDIVISION, RECORDED UNDER RECEPTION NO. D4008274 IN THE OFFICE OF THE CLERK AND RECORDER OF ARAPAHOE COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHERLY CORNER OF SAID TRACT A WHENCE THE EASTERLY BOUNDARY OF SAID TRACT A BEARS SOUTH 24°19'45" EAST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE:

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT A, SOUTH 24°19'45" EAST, A DISTANCE OF 303.95 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°33'07" WEST, A DISTANCE OF 124.76 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT A AND THE SOUTHEAST CORNER OF LOT 9, ARAPAHOE ROAD INDUSTRIAL PARK, RECORDED UNDER RECEPTION NO. 1800759 IN SAID OFFICE;

THENCE ALONG SAID WESTERLY BOUNDARY, NORTH 00°05'44" WEST, A DISTANCE OF 277.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.398 ACRES, (17,338 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



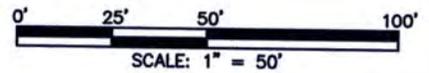
DALE C. RUSH, PLS 33204  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVENUE SUITE 1, LITTLETON, CO 80122

ILLUSTRATION TO EXHIBIT A

**POINT OF BEGINNING**

MOST NORTHERLY CORNER OF TRACT A  
SEMSWA OFFICE BUILDING SUBDIVISION

SE 1/4 SEC. 30,  
T.5S., R.66W.,  
SIXTH P.M.



LOT 9  
**ARAPAHOE ROAD  
INDUSTRIAL PARK**  
REC. NO. 1800759

PARCEL CONTAINS  
17,338 (SQ.FT.)  
0.398 ACRES  
MORE OR LESS

N00°05'44"W 277.94'

S24°19'45"E 303.95'  
EASTERLY BOUNDARY OF TRACT A  
(BASIS OF BEARINGS)

**SOUTH JORDAN ROAD**  
(PUBLIC ROW WIDTH VARIES)  
REC. NO. B1063429

25' PERMANENT SLOPE  
& DRAINAGE EASEMENT  
REC. NO. B1099419

S89°33'07"W 124.76'

LOT 8  
**ARAPAHOE ROAD  
INDUSTRIAL PARK**  
REC. NO. 1800759

TRACT A  
**SEMSWA OFFICE  
BUILDING SUBDIVISION**  
REC. NO. D4008274

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:  
DWG NAME: DOVE CREEK POND.DWG  
DWG: BAM CHK: DCR  
DATE: 05/15/2019  
SCALE: 1" = 50'

**AZTEC**  
CONSULTANTS, INC.  
300 East Mineral Ave,  
Suite 1  
Littleton, Colorado 80122  
Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**EXHIBIT A**  
SE1/4 SEC. 30, T.5S., R.66W., 6TH P.M.  
ARAPAHOE COUNTY, COLORADO  
JOB NUMBER 56519-03  
2 OF 2 SHEETS